

<b>INVITATION TO BID</b>		<b>CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION</b>		<b>BID DUE DATE &amp; TIME:  THURSDAY, DECEMBER 5, 2013 11:00 AM</b>	
<b>TITLE:</b>  <b>CABINET FILING SYSTEM</b>			<b>RETURN BID TO:</b> PURCHASING DIVISION PO BOX 1471 100 ST. FERDINAND ST. ROOM 309 BATON ROUGE, LA 70802  Purchasing Analyst – Latrice Ford Telephone – 225-389-3259 x 313 Email- <a href="mailto:lvford@brgov.com">lvford@brgov.com</a>		
<b>File No: 06276-13</b>					
<b>Requisition No: RQ035257</b>					
<b>Ad Dates :</b>  <b>WEDNESDAY, NOVEMBER 6, 2013 AND WEDNESDAY, NOVEMBER 13, 2013</b>					
VENDOR NAME			MAILING ADDRESS		
REMIT TO ADDRESS			CITY, STATE, ZIP		
TELEPHONE NO.		FAX NO.		E-MAIL	
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER			TITLE		
AUTHORIZED SIGNATURE			PRINTED NAME		

**DELIVERY \_\_\_\_\_ DAYS AFTER RECEIPT OF ORDER**

**F.O.B. –DESTINATION**

**TERMS – NET 30**

**ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED**  
**TO AVOID REJECTION OF BID**

The above signature on this document certifies that bidder has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. Bidder further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

**No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.**

## INSTRUCTIONS TO BIDDERS / TERMS & CONDITIONS - SEALED BIDS

Bidders are urged to promptly review the requirements of this specification and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. Solicitations are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive solicitations. Bidders should rely only on advertisements in the local newspaper, and should personally pick up solicitations and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, Room 309, Municipal Building, 100 St. Ferdinand or by telephoning (225) 389-3259.
3. The solicitation number, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
4. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, Room 309, Municipal Building, 100 St. Ferdinand St., Baton Rouge, Louisiana 70802 on or before the specified bid opening date and time. Late bids will not be accepted under any circumstances. **The US Postal Service does not deliver to 100 St. Ferdinand St.**
5. After opening, bids may not be withdrawn for a period of sixty (60) days.
6. The City Parish specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, to accept the bid which is in the best interest of the City parish, and to reject all proposals if that is in the best interest of the City Parish.
7. Except for bids submitted through the [www.bidexpress.com](http://www.bidexpress.com) on-line bidding site, bids shall be accepted only on bid forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. Altered or incomplete bids (including non-acknowledgement of addenda issued, if any), or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection.
8. All bids must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
9. All bids must be signed. Failure to do so shall cause the bid to be rejected as non-responsive.
10. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
11. Detailed factory specifications, illustrative literature and any deviations should be submitted with bid as required by the specifications or on the bid form. Representative samples shall be submitted upon request, if appropriate. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the City to evaluate quality, suitability, and compliance with the specifications in the solicitation.
12. Written addenda issued prior to bid opening which modifies the bid shall become a part of the bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method. Failure to acknowledge receipt of addenda (if any) shall render the bid non-responsive and subject to rejection.
13. For Printing proposals, artwork, dies and/or molds shall become the property of the City-Parish Government and must be returned to the Purchasing Division, Room 309, Municipal Building, 100 St. Ferdinand St., P. O. Box 1471, Baton Rouge, Louisiana 70821, upon completion of the order.

14. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
15. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor. Late deliveries or unsatisfactory performance may be cause to cancel the Purchase Order or contract.
16. All bidders should submit with their bid, or have on file with the Purchasing Division, a City - Parish Business Profile Data Form. The Business Profile Data Form is available at the Purchasing Department section of the City of Baton Rouge website, [www.braov.com](http://www.braov.com), or by calling the Purchasing Department at 225-389-3259.
17. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
18. City - Parish purchases are excluded from state and local taxes.
19. Acceptance of award by vendor, either in writing or by shipment of any article described herein, shall effectuate a contract between City - Parish and vendor for the materials described herein, and no additional conditions or amendments shall have any effect unless approved in writing by City - Parish.
20. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the EBR City Parish Purchasing office during normal working hours.
21. The City - Parish is an equal opportunity employer, and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation.
22. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed? YES \_\_\_\_\_ NO \_\_\_\_\_. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
23. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
24. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
25. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

26. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in accordance with the requirements in OMB circular a-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

#### FEDERAL CLAUSES, IF APPLICABLE.

Anti-kickback clause. The contractor hereby agrees to adhere to the mandate dictated by the Copeland "anti-kickback" act Which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the Completion of work, to give up any part of the compensation to which he is otherwise entitled.

Clean air act. The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders or requirements issued under section 306 of the clean air act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

Energy policy and conservation act. The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Clean water act. The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

Anti-lobbying and debarment act. The contractor will be expected to comply with federal statutes required in the anti-lobbying Act and the debarment act.

## **CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE**

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below **until** completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Products-Comp/Op Agg	\$ 1,000,000
Personal & Adv Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Business Auto Policy  
Any Auto, or Owned, Combined Single Limit  
Non-Owned & Mired \$300,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

E. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge  
Attn: Purchasing Division  
Post Office Box 1471  
Baton Rouge, Louisiana 70821

# MANDATORY JOB SITE VISIT REQUIRED

Interested bidders **must** inspect the job sites prior to bidding. **Bids from only those in attendance will be considered.** The mandatory site visit time is scheduled for:

When: Thursday, November 14, 2013  
Time: 10:00 A.M.  
Contact: Barbara Robertson  
[brobertson@brgov.com](mailto:brobertson@brgov.com)

Bidders are to meet with the **City of Baton Rouge/Parish of East Baton Rouge City Court** located at **233 St. Louis Street, Room 208, Baton Rouge, LA**, where the site visits will occur. Questions regarding the site visit may be directed to **Barbara Robertson (225)389-5531**.

***BIDDERS MUST ENCLOSE THIS SIGNED STATEMENT PAGE WITH THEIR QUOTE.***

This signed statement certifies that the vendor named below has visited the job site and is familiar with all conditions surrounding fulfillment of the specifications for this project.

\_\_\_\_\_  
Vendor's Company Name

City Court

\_\_\_\_\_  
Vendor's Signature

\_\_\_\_\_  
Barbara Robertson

\_\_\_\_\_  
Date

**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE  
PURCHASING DIVISION**

**PROPOSAL FORM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
00001	<p>Vendor to furnish and deliver all materials, supplies, tools and equipment necessary to install a cabinet filing system in accordance with the attached specifications.</p> <p>Vendor is responsible to complete installation to include the offload of all existing shelving and reinstalling shelving and refilling of records into the completed mobile.</p>	1	JOB	\$_____	\$_____

**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE  
PURCHASING DIVISION**

**GENERAL:** The intent of this proposal is to establish prices for the installation of a Cabinet Filing System for the City of Baton Rouge/Parish of East Baton Rouge City Court. The evaluation of the services offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency.

**SPECIFICATIONS:**

Lot Direct Line Space Pro Mechanical Assist System with TENNSCO L&T Letter Size Post Type Shelving per AFS Drawing: BRCC/Prob-Par08262013 or approved equal

Complete to include the following:

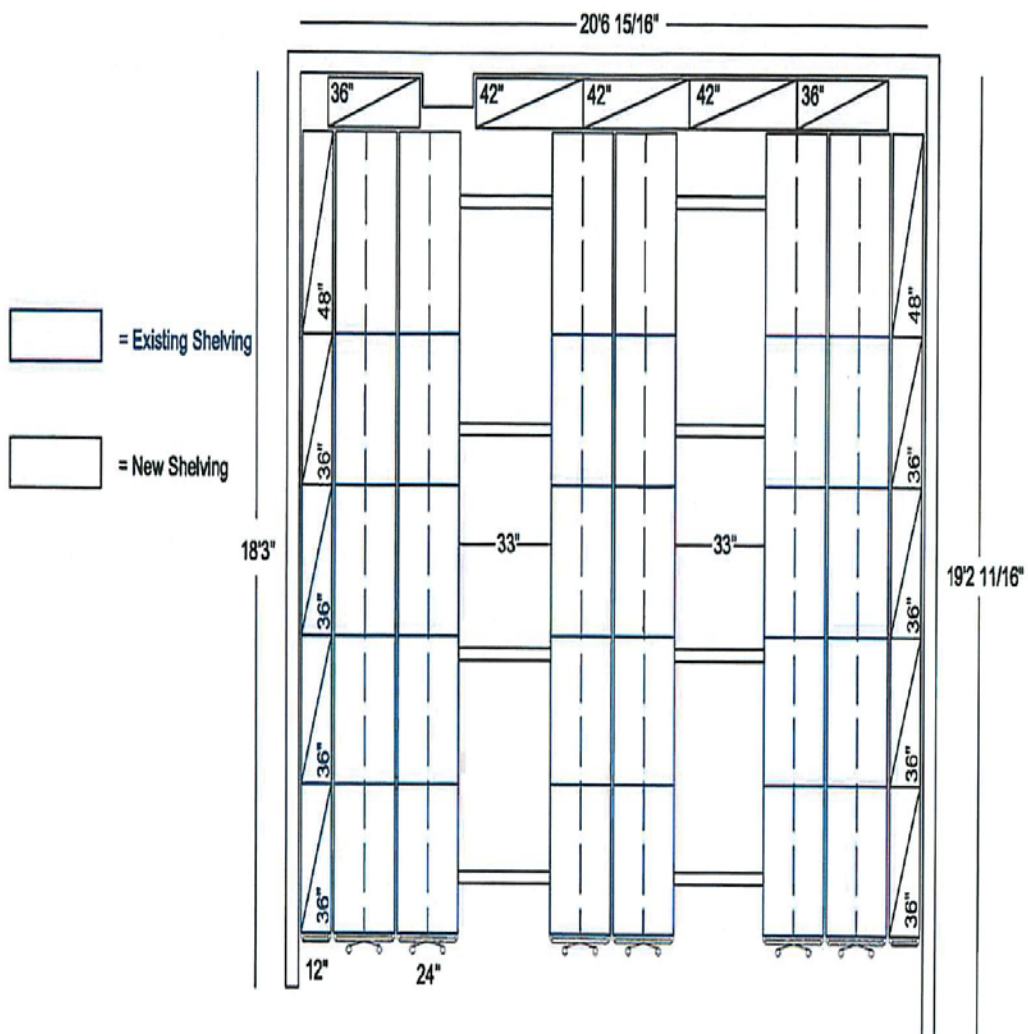
**CARRIAGES & FLOORING MODULE**

- Six (6) Mechanical Assist Carriages 24"W x 16'0" L with High Pressure Laminate End Panels Approximately 78"H and 3000:1 lb. Ratio Three Spoke Crank Mechanism.
- Two (2) Fixed Stationary Carriages 12"W x 16'0" L with High Pressure Laminate End Panels Approximately 78"H.
- Includes Three (3) Tracks Approximately 20'L, Elevated Deck and Ramp Access with Carpet Covering. (Carpet Provided By Customer)

**SHELVING**

- Six (6) 24"D x 48"L x 73-1/4"H Sections, All Sections to Have Six (6) File Levels at 9.75" Clear and Top. File Levels to Have Four (4) Movable Dividers.
- Seven (7) 12"D x 36"L x 73-1/4"H Sections. All Sections to Have Six (6) File Levels at 9.75" Clear and Top. File Levels to Have Four (4) Movable Dividers.
- Two (2) 12"D x 48"L x 73-1/4"H Sections. All Sections to Have Six (6) File Levels at 9.75" Clear and Top. File Levels to Have Four (4) Movable Dividers.
- Three (3) 12"D x 42"L x 73-1/4"H Sections. All Sections to Have Six (6) File Levels at 9.75" Clear and Top. File Levels to Have Four (4) Movable Dividers.
- All labor necessary to complete installation including offload of all existing shelving and reinstalling shelving and refilling of records into completed mobile.





**Current File Capacity : 10,710 L.F.I.**  
**Proposed File Capacity : 16,416 L.F.I.**  
**Filing Inch Gain : 5,706 L.F.I. = 53% growth**  
**Shelving is 73" H with**  
**6 Openings**

## **BID BOND/PERFORMANCE AND PAYMENT BOND REQUIREMENTS**

### **In accordance with EBRP Code of Ordinances, Title 1 Chapter 4 Part III Sec. 1:709(c)**

**For individual bids \$10,000.00 or greater the following shall apply:**

- ***A Bid bond is required to be submitted with the proposal:***

*A bid bond may be in the form of a bid bond, cashier's check, or certified check, in the amount of 5% of the total bid, made payable to the City of Baton Rouge and must accompany each bid. If a bid bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury financial management service list of approved bonding companies which is published annually in the federal register, or by a Louisiana domiciled insurance company with at least an a-rating in the latest printing of the A.M. Best's key rating guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's key rating guide.*

- **A Performance and payment bond will be required for the contract:**

*A performance equal to the contract sum, from a surety or insurance company currently on the U.S. Department of the Treasury financial management service list of approved bonding companies which is published annually in the federal register, or by a Louisiana domiciled insurance company with at least an a-rating in the latest printing of the a.m. best's key rating guide to write individual bonds up to ten percent of policyholders' surplus as shown in the a.m. best's key rating guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.*

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury financial management service list or by a Louisiana domiciled insurance company with an a- rating by a.m. best up to a limit of ten percent of policyholders' surplus as shown by a.m. best; companies authorized by this paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the department of insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

The bond must be received within fifteen (15) working days from the date of notification. If the bond is not received within this period of time, the City of Baton Rouge Parish of East Baton Rouge reserves the right to award to the next acceptable low bidder, or to reject all bids and re-bid, whichever is in the best interest of the City of Baton Rouge

## BID BOND

That we, the undersigned, \_\_\_\_\_, as Principal (Bidder), and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of Baton Rouge and Parish of East Baton Rouge as Owner, in the penal sum of five percent (5%) of the amount bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof to enter into an Agreement in writing, for:

**CABINET FILING SYSTEM  
REQUISITION NO.: RQ035257  
FILE NO.: 06276-13**

### NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternative,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish bonds for his faithful performance of said Contract and for furnishing materials in connection therewith and shall in all other respects perfect the Agreement created by the acceptance of said Bid,

then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any extension.

**IN WITNESS WHEREOF**, Said Principal and Surety have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

#### PRINCIPAL (BIDDER)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)

By: \_\_\_\_\_

\_\_\_\_\_  
(Typed Name and Title)

#### SURETY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)

By: \_\_\_\_\_

\_\_\_\_\_  
(Typed Name and Title)

## **PERFORMANCE AND PAYMENT BOND**

That we, the undersigned \_\_\_\_\_ as principal, hereinafter referred to as "Contractor" and \_\_\_\_\_, duly authorized to transact business in the State of Louisiana as surety, are held and firmly bound unto the City of Baton Rouge and Parish of East Baton Rouge, hereinafter referred to as "Owner", in the penal sum of \_\_\_\_\_ lawful money of the United States, for the payment of which well and truly to be made, the said principal and the said surety do hereby bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents as follows:

The condition of this obligation is such that whereas, the Contractor by an instrument in writing attached hereto and bearing date of \_\_\_\_\_, 20\_\_\_\_ has agreed with said Owner to furnish labor, materials, tools and equipment to construct:

\_\_\_\_\_ shown on plans and specified thereby and in the specifications, proposals and agreement forming the contract documents thereto attached.

**NOW THEREFORE**, if said Contractor shall well and truly in good, sufficient and workmanship manner, and to the satisfaction of the Owner, perform and complete the work required and shall pay all costs, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to the Owner complete and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to the Owner by reason of any default or neglect of the said Contractor in the performance of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

**PROVIDED FURTHER**, That the said surety for value received hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of that contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation on the bond and it does hereby waive notice of any change, extension of time, alterations, or addition to the terms of the contract, or the work, or the specifications.

**PROVIDED FURTHER**, That if the Contractor, or his, their, or its subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or any other supplies or materials used or consumed or for any materials or supplies furnished for use by such contractors or his, their, or its subcontractors in performance of the work contract to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest and attorney's fees as provided by law.

IN WITNESS WHEREOF, Said Principal and Surety have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

### **CONTRACTOR/(BIDDER)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Address)

By: \_\_\_\_\_

\_\_\_\_\_

(WITNESS)

### **SURETY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Address)

By: \_\_\_\_\_

\_\_\_\_\_

(WITNESS)

**BIDDER'S ORGANIZATION BIDDER IS:**

**AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A PARTNERSHIP**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A CORPORATION**

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.

## CORPORATE RESOLUTION

A meeting of the Board of Directors of \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_ was held this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_  
Is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_,  
a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_;  
that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**SECRETARY**

## SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and \_\_\_\_\_ (herein after called "Contractor").

**The Contractor shall perform all work required by the Contract Documents for the following services:**

Annual Contract Number and Title \_\_\_\_\_

Contract Period \_\_\_\_\_

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
  - A. The Contractor's Proposal with all attachments.
  - B. The Specifications
  - C. The following enumerated addenda:
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. **RIGHT TO AUDIT:** The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESS:

CITY OF BATON ROUGE  
AND PARISH OF EAST BATON ROUGE  
**Owner**

By: \_\_\_\_\_  
Melvin L. "Kip" Holden, Mayor-President

**Contractor**

WITNESS:

By: \_\_\_\_\_

\_\_\_\_\_  
(Typed Name and Title)

AFFIDAVIT

STATE OF LOUISIANA  
**PARISH OF EAST BATON ROUGE**

BEFORE ME, the undersigned authority, personally came and appeared

\_\_\_\_\_  
who, being duly sworn did depose and say:

That he is a duly authorized representative of \_\_\_\_\_  
receiving value for services rendered in connection with the

***CABINET FILING SYSTEM***

a public project of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

\_\_\_\_\_  
Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this \_\_\_\_ day of \_\_\_\_\_ 2013.  
Baton Rouge, Louisiana.

\_\_\_\_\_  
NOTARY PUBLIC